

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Cash Maintenance Bond with Escrow Agreement for the project known as The Nutty Bavarian

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Joe Forte

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Cash Maintenance Bond with Escrow Agreement in the amount of \$1,840.00 for the project known as The Nutty Bavarian.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond CK # 1035 dated 02/27/06 (Brent Properties LLC) in the amount of \$1,840.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as The Nutty Bavarian.

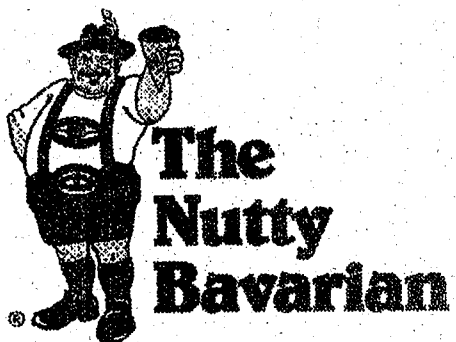
STAFF RECOMMENDATION:

Staff recommends that the Board to approve the release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,840.00 for the project known as The Nutty Bavarian.

ATTACHMENTS:

1. Request for Release and copy of Cash Bond

Additionally Reviewed By: No additional reviews



To: Becky Noggle
500 W Lake Mary Blvd
Sanford, FL 32773

Tuesday, April 28, 2009

Dear Becky Noggle:

Please release the \$1840 cash bond held by the Two Year Cash Maintenance Bond to Brent Properties at the above address.

Thank you,

Brent Properties
David Brent, Managing Member
289 Evansdale Rd.
Lake Mary, FL 32746

ENVIRONMENTAL SERVICES DEPARTMENT



March 10, 2008

Brent Properties, LLC
289 Evansdale Rd
Lake Mary, FL 32746

Re: Cash Maintenance Bond

Project Name: The Nutty Bavarian
Ck# 1035
Amount: \$1,840.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **01/25/08** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **01/25/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Cash Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of February, 2006, between BRENT PROPERTIES, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as I-4 IND. PARK, 4th SECTIONs recorded in Plat Book 34, Page 77, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated November 21, 2005, (as subsequently revised or amended on N/A, 20) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from March 10, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,840.00),
FORTY

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of ONE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$1,840.00) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,840.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from March 10, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the costs thereof, including, but not limited to engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of failure of the PRINCIPAL to correct said defects.

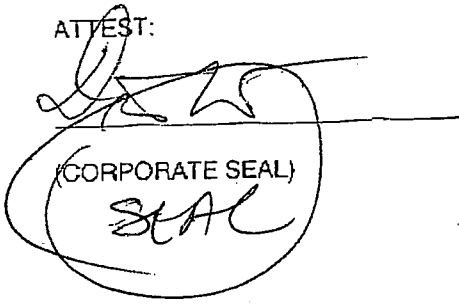
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

BRENT PROPERTIES, LLC

By: [Signature]
David Brent, Managing Member

Date: 27 February 2006



I HEREBY CERTIFY that, on this 27th day of Feb., 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID BRENT, as Managing Member of BRENT PROPERTIES, LLC, a LLC organized under the laws of the State of Florida, who are personally known to me or who have produced N/A as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL
CHRISTINE D. WILLIS
Notary Public, State of Florida
My comm. exp. Sept. 2, 2009
Comm. No. DD 439986

[Signature]
Notary Public Signature

WITNESSES:

[Signature]
[Signature]

UTILITIES
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date: 3/9/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned BRENT PROPERTIES, LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of ONE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$1,840.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind BRENT PROPERTIES, LLC BRENT PROPERTIES, LLC, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated November 21, 2005 including surveying, engineering, and land clearing, for I-4 IND. PARK, 4TH SECTION Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED February 27, 2006.

305 Hickman Drive
Address
Sanford, FL 32771

BRENT PROPERTIES, LLC. (PRINCIPAL)
By [Signature] (Signature)
David Brent
Its Managing Member (Title)

[CORPORATE SEAL]

SEAL



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name BRENT PROPERTIES, LLC
Address _____
City _____ Phone _____
Subdivision THE NUTTY Account # _____
BAVARIAN Cycle/Rt # _____
Lot # _____ Street # _____ Project # _____

PLACED INTO ESCROW FOR THE 2 YEAR MAINT.
BOND WITH ESCROW AGREEMENT.

PAID:
Miscellaneous \$ 1,840.00
Water \$ _____
Sewer \$ _____
Meter Set \$ _____
Deposit \$ _____
TOTAL \$ 1,840.00

✓ #1035

BY: B. NOGGLE *B. Noogle* DATE: 2/27/06

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.

Southeast Regional – Winter Park: (407) 665-2767

Greenwood – Lake Mary: (407) 321-0349

Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED **B**

PLACED IN ESCROW **X**

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE